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IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA
CIVIL DIVISION - ARBITRATION

WILLIAM REYNOLDS YOUNG and)	No. 2022-4614
CASSIDY REYNOLDS YOUNG)	
Plaintiffs)	
)	
v.)	
)	
PHILIP BARBERA,)	
Defendant)	

COMPLAINT IN CIVIL ACTION

AND NOW come the PLAINTIFFS, WILLIAM REYNOLDS YOUNG and CASSIDY REYNOLDS YOUNG, pro se, and file the following "Complaint in Civil Action" based upon the material facts stated in a concise and summary form as follows:

1. The Plaintiffs, WILLIAM REYNOLDS YOUNG and CASSIDY REYNOLDS YOUNG, hereinafter referred to as "PLAINTIFFS," are a married couple whose current address is 537 Greenfield Avenue, Apartment Number 3B, Pittsburgh, Pennsylvania 15207.
2. The DEFENDANT, PHILIP BARBERA, hereinafter referred to as "DEFENDANT", is an individual whose address is 135 Belmont Street, Johnstown, Pennsylvania 15904
3. DEFENDANT, who is in the business of renting real property to individuals such as PLAINTIFFS, owns real property located at 1129 Otto Court, Johnstown, Pennsylvania 15905 which he offers for rent. Hereinafter said rental property will be referred to as "the leased premises."
4. PLAINTIFFS entered into an oral lease agreement with DEFENDANT to rent the leased premises from May 1, 2022 through August 31, 2022, at a monthly rent of

\$1,200.00.

5. Under the terms of said lease agreement between PLAINTIFFS and DEFENDANT, the PLAINTIFFS paid to the DEFENDANT a security deposit of \$1,800.00.

6. On June 4, 2022, PLAINTIFFS discovered that a basement window in the leased premises was knocked out permitting intruders and natural elements such as rain to enter the leased premises. PLAINTIFFS immediately notified DEFENDANT that said window must be fixed.

7. On June 25, 2022, the stove in the leased premises caught on fire and PLAINTIFFS immediately notified DEFENDANT that it must be fixed.

8. DEFENDANT failed to fully fix the basement window or replace the stove from the date that DEFENDANT was notified through the end of the lease agreement on August 31, 2022.

9. On August 31, 2022, PLAINTIFFS cleaned the leased premises, left the keys and provided a forwarding address where the DEFENDANT could send the security deposit of \$1,800.00.

10. From August 31, 2022 through September 30, 2022, DEFENDANT failed to return the security deposit or notify PLAINTIFFS of any damages to the leased premises.

11. On October 19, 2022, PLAINTIFFS sent DEFENDANT a certified letter demanding that the security deposit of \$1,800.00 be returned as well as pay a refund of \$1,200.00 representing amount of rent for the last month of the lease agreement in which PLAINTIFFS did not have a fully functioning basement window and stove. By not

fixing said window and replacing said stove, DEFENDANT breached the implied warranty of habitability that is part of every lease in Pennsylvania.

12. DEFENDANT failed to respond to PLAINTIFFS' certified letter referenced in paragraph 11 above.

13. On November 3, 2022, PLANTIFFS filed a civil action with District Magistrate Kevin J. Price demanding: (a) double indemnity of \$3,600.00 under Pennsylvania law for the failure of DEFENDANT to pay the security deposit of \$1,800.00 within thirty (30) as required by Pennsylvania law; (b) \$1,200.00 representing rent in the month of August in which DEFENDANT constructively evicted PLAINTIFFS by failing to provide PLAINTIFFS with a fully-functioning basement window and stove; and (c) court costs.

14. DEFENDANT failed to appear at the hearing before the Honorable Kevin J. Price on December 5, 2022 and PLAINTIFFS were awarded a default judgement in the amount of \$5,010.25.

15. DEFENDANT filed a "Notice of Appeal" from Magisterial District Judge Judgement on December 19, 2022 as well as a "Praeipce to Enter Rule to File Complaint and Rule to File."

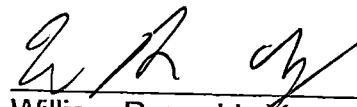
16. Said Notice and Praeipce were served upon PLAINTIFFS on December 30, 2022 when they picked up the Notice and Praeipce that were delivered to their mailbox on December 22, 2022. PLAINTIFFS were out-of-town on December 22, 2022 through December 30, 2022.

17. For all of the above reasons, PLANTIFFS are seeking damages against DEFENDANT in the amount of \$3,600.00 under section 250.512(c) of the Landlord Tenant Law of 1951, as amended.

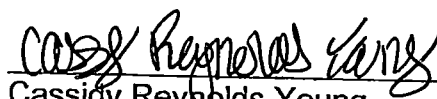
18. For all of the above reasons, PLAINTIFFS are seeking damages against DEFENDANT in the amount of \$1,200.00 for breach of the implied warranty of habitability and unjust enrichment as a result of DEFENDANT's failure to repair a broken window for 88 days and replace a stove for 67 days prior to the end of the lease agreement.

WHEREFORE, PLAINTIFFS seeks judgment against the DEFENDANT for \$4,800.00 plus all court costs.

Respectfully submitted,



William Reynolds Young



Cassidy Reynolds Young
Pro Se

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

WILLIAM REYNOLDS YOUNG and
CASSIDY REYNOLDS YOUNG
Plaintiffs

No. 2022-4614


v.

PHILIP BARBERA,
Defendant


VERIFICATION

We, WILLIAM REYNOLDS YOUNG and CASSIDY REYNOLDS YOUNG, the
Plaintiffs in the above-captioned case, verify that the statements made in the foregoing
"Complaint in Civil Action" are true and correct to the best of our knowledge, information
and belief. We understand that false statements herein are made subject to the
penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

1/11/2023
Date


William Reynolds Young

01/11/2023
Date


Cassidy Reynolds Young

THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

WILLIAM REYNOLDS YOUNG and
CASSIDY REYNOLDS YOUNG
Plaintiffs

No. 2022-4614

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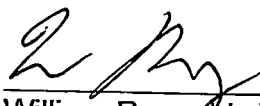
v.

PHILIP BARBERA,
Defendant

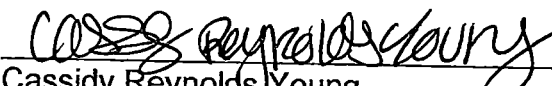
CERTIFICATE OF SERVICE

We, WILLIAM REYNOLDS YOUNG and CASSIDY REYNOLDS YOUNG, hereby
certify that a true and correct copy of the foregoing "Complaint in Civil Action" were
mailed to PHILIP BARBERA, by first class mail, postage prepaid, on the date indicated
below.

Date 1/11/23


William Reynolds Young

Date 01/11/2023


Cassidy Reynolds Young



JOHNSTOWN
111 FRANKLIN ST RM 105
JOHNSTOWN, PA 15901-9998
(800)275-8777

01/11/2023 03:31 PM

Product	Qty	Unit Price	Price
First-Class Mail® Large Envelope	1		\$1.44
Johnstown, PA 15904			
Weight: 0 lb 1.80 oz			
Estimated Delivery Date			
Fri 01/13/2023			
Certified Mail®			\$4.00
Tracking #:			
70221670000159585909			
Total			\$5.44

Grand Total: \$5.44

Credit Card Remit \$5.44

Card Name: VISA
Account #: XXXXXXXXXX5126
Approval #: 07681D
Transaction #: 884
AID: A0000000031010
AL: VISA CREDIT
PIN: Not Required

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

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Track your Packages
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or scan this code with your mobile device,



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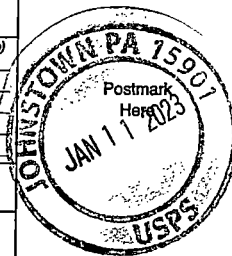
Certified Mail Fee \$ 4.00
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage \$ 1.44
Total Postage and Fees \$ 5.44

Sent To Phil Barbera
Street and Apt. No., or PO Box No. 135 Belmont Street
City, State, ZIP+4® JOHNSTOWN, PA 15904

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



7022 1670 0001 5958 5909

WILLIAM REYNOLDS YOUNG and
CASSIDY REYNOLDS YOUNG
Plaintiffs

v.

PHILIP BARBERA,
Defendant

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* OF CAMBRIA COUNTY, PENNSYLVANIA
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* CIVIL ACTION – LAW No. 2022-4614
*
* ACTION IN ASSUMPSIT
*
* FOR ARBITRATION
*
* COMPLAINT IN CIVIL ACTION
*
* WILLIAM REYNOLDS YOUNG
* CASSIDY REYNOLDS YOUNG
* Plaintiffs
* Pro Se
*
* 537 Greenfield Avenue, Apartment 3B
* Pittsburgh, Pennsylvania 15207

NOTICE

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING AN ATTORNEY.

IF YOU CANNOT AFFORD TO HIRE A LAWYER. THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

**Laurel Legal Service
225-227 Franklin Street
400 Franklin Center
Johnstown, Pennsylvania 15901
(814) 536-8917**